	N/CONTRACT/ORDER FO Offeror To Complete Block 12, 17		MS 1. Requisition	n Number		Page 1 Of 26
2. Contract No.	3. Award/Effective	· · · · · · · · · · · · · · · · · · ·	5. Solicitatio W58RGZ-07			6. Solicitation Issue Date 2007JUL12
7. For Solicitation Information Call:	A. Name CATHEY RICHARD)	B. Telephon (256) 955-		(No Collect Calls)	8. Offer Due Date/Local Time 2007JUL25
9. Issued By US ARMY AV. AMSAM-AC-A: REDSTONE AI			nsiness Emerg Disabled Veteran-O y For FOB Destinati		Business NAICS	Set Aside: % For Hubzone Small Business 335129 Size Standard: 12. Discount Terms
WEAPON S	YSTEM: AV GROUND SKO	X 13a. Thi	s Contract Is A Rate	d Order U	nder DPAS (15 CFF	13b. Rating DOA1
e-mail: CATHEY.R	ICHARD@US.ARMY.MIL Code	14. Method 16. Adminis	l Of Solicitation	X RFQ	IFB	RFP Code
SEE SCHEDU			·			Code
Telephone No. 17. Contractor/Off	eror Code Facili	SCD: ty 18a. Payme	PAS: nt Will Be Made By	<u> </u>		Code
Telephone No.	L. Difference A. and Dark C	18h Suhmin	t Invoices To Addre	ss Shown I	n Rlock 18a Jinlass F	Block Below Is Checked
Address	Remittance Is Different And Put S In Offer	uch 180. Subin	See Addendum	55 5HOWH 1		DIOCK DEIOW IS CHECKEU
19. Item No.		20. upplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
25. A	(Use Reverse and/or Attach A		ary)		26 T-4-1 A 3 A	and The God He Only
25. Accounting And	d Appropriation Data				26. Total Award Am	ount (For Govt. Use Only)
$\overline{}$	n Incorporates By Reference FAI Purchase Order Incorporates By	ŕ				Are Are Not Attached. Are Are Not Attached.
Copies to Issuing C		nish And Deliver All Items	Set Dated	ons Or Cha		Offer icitation (Block 5), Including Forth Herein, Is Accepted As intracting Officer)
· · · · · · · · · · · · · · · · · · ·					(G : 2- 2V	5 ··· /
30b. Name And Tit	le Of Signer (Type Or Print)	30c. Date Signed	31b. Name Of Cor	ntracting C	Officer (Type Or Pri	nt) 31c. Date Signed
Authorized For Lo	cal Reproduction		l		Standard Fam	m 1449 (Rev. 3/2005)

19. Item No.	Schedule Of Supplies/S	ervices		Quantity	Unit		Unit P	rice	24. Amount
22 0 44 1 0 1	21 H D								
32a. Quantity In Colum	n 21 Has Been								
Received In	spected Accepted, And Confor	rms To The Contra	act, Ex	xcept As Noted	:				
32b. Signature Of Author	orized Government Representative	32c. Date		32d. Printed	Name and	l Title	of Author	rized Govern	ment Representative
22- M-11 Add 4	A-41	•		226 T-1	Nb .	C A -	-41! 3	G	1 D
32e. Mailing Address of	Authorized Government Representat	uve							t Representative
				32g. E-Mail o	of Authori	ized Go	overnmei	nt Representa	ntive
33. Ship Number	34. Voucher Number	35. Amount Veri		36. Payment					37. Check Number
Partial Final	+	Correct For		Complet	_e	Partia	, [Final	
38. S/R Account No.	39. S/R Voucher Number	40. Paid By		complet	· <u> </u>	a al lià	<u> </u>		1
41a. I Certify This Acco	unt Is Correct And Proper For Paym	ent	42a	Received By (Print)				
41b. Signature And Titl	e Of Certifying Officer	41c. Date							
				. Received At (
			42c.	Date Rec'd (Y	Y/MM/D	D)	42d. To	tal Containe	rs
		1							

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: Interim Control Number FSCM: 0SUA9 PART NR: 16833 SECURITY CLASS: Unclassified				
0001AA	PRODUCTION QUANTITY	3	EA	\$	\$
	NOUN: STARTER, ENGINE PRON: AX7L0099AX PRON AMD: 03 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: MIL STD 129 MARKINGS UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C827 W908J9 J W91VP2 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 3 0014				
	FOB POINT: Destination				
	SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330				
	MARK FOR: XR 0209 CS BN B CO OPERATION ENDURING FREEDOM APO AE 09393				
002	NSN: Interim Control Number FSCM: 0SUA9 PART NR: 65325 SECURITY CLASS: Unclassified				
002AA	PRODUCTION QUANTITY	8	EA	\$	\$

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	NOUN: LIGHT, INDICATOR (BA PRON: AX7L0103AX PRON AMD: 03 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C831 W908J9 J W91VP2 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 8 0014				
	FOB POINT: Destination SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD				
	REDSTONE ARSENAL AL 35898-5330 MARK FOR: XR 0209 CS BN B CO OPERATION ENDURING FREEDOM APO AE 09393				
0003	NSN: Interim Control Number FSCM: 0SUA9 PART NR: 65387 SECURITY CLASS: Unclassified				
0003AA	PRODUCTION QUANTITY	2	EA	\$	\$
	NOUN: BREAKER, MAIN 30 AMP PRON: AX7L0101AX PRON AMD: 03 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	LEVEL PRESERVATION: Commercial				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C829 W908J9 J W91PV2 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 2 0014				
	FOB POINT: Destination				
	SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330				
	MARK FOR: PU 0071 AR RGT 01 HHT RSTA SQDN FOR DEPLOYMENT ONLY FT DRUM NY 13602-5095				
0004	NSN: Interim Control Number FSCM: 0SUA9 PART NR: 15492 SECURITY CLASS: Unclassified				
0004AA	PRODUCTION QUANTITY	6	EA	\$	\$
	NOUN: DOIDE, SUPPRESOR PRON: AX7L0131AX PRON AMD: 02 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C858 W908J9 J W91VP2 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 6 0014				
	DEL REL CD QUANTITY DAYS AFTER AWARD				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Destination SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330 MARK FOR: XR 0209 CS BN B CO				
0005	OPERATION ENDURING FREEDOM APO AE 09393 NSN: Interim Control Number FSCM: 0SUA9 PART NR: 14278 SECURITY CLASS: Unclassified				
0005AA	PRODUCTION QUANTITY	4	EA	\$	\$
	NOUN: CORD,COIL 7-CONDUCT PRON: AX7L0132AX PRON AMD: 02 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C859 W908J9 J W91VP2 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 4 0014				
	FOB POINT: Destination				
	SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330				
	MARK FOR: XR 0209 CS BN B CO OPERATION ENDURING FREEDOM APO AE 09393				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	NSN: Interim Control Number FSCM: 0SUA9 PART NR: 16081 SECURITY CLASS: Unclassified				
0006AA	PRODUCTION QUANTITY	4	EA	\$	\$
	NOUN: JUNCTION BOX MAST PRON: AX7L0133AX PRON AMD: 02 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C860 W908J9 J W91VP2 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 4 0014				
	FOB POINT: Destination				
	SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330				
	MARK FOR: XR 0209 CS BN B CO OPERATION ENDURING FREEDOM APO APO AE 09393				
0007	NSN: Interim Control Number FSCM: OSUA9 PART NR: 15217 SECURITY CLASS: Unclassified				
0007AA	PRODUCTION QUANTITY	4	EA	\$	\$

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PRON: AX7L0134AX PRON AMD: 02 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C861 W908J9 J W91VP2 2 DEL REL CD OUANTITY DAYS AFTER AWARD 001 4 0014				
	FOB POINT: Destination				
	SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330				
	MARK FOR: XR 0209 CS BN B CO OPERATION ENDURING FREEDOM APO AE 09393				
008	NSN: Interim Control Number FSCM: OSUA9 PART NR: 14158 SECURITY CLASS: Unclassified				
AA800	PRODUCTION QUANTITY	2	EA	\$	\$
	NOUN: BLOCK, TERMINAL PRON: AX7L0135AX PRON AMD: 02 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				

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	INSPECTION: Destination ACCEPTANCE: Destination Deliveries or Performance			
	Deliveries or Performance			
	DOC			
	FOB POINT: Destination			
	SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330			
	MARK FOR: XR 0209 CS BN B CO OPERATION ENDURING FREEDOM APO AE 09393			
0009	NSN: Interim Control Number FSCM: 0SUA9 PART NR: 14201 SECURITY CLASS: Unclassified			
0009AA	PRODUCTION QUANTITY	4	EA	\$ \$
	NOUN: RELAY,AUTO SHUTDOWN PRON: AX7L0127AX PRON AMD: 02 AMS CD: 070011			
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial			
	Inspection and Acceptance INSPECTION: Destination			
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C854 W908J9 J W91VP2 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 4 0014			
	FOB POINT: Destination			

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	or or Contractor:	1			1
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330 MARK FOR: XR 0209 CS BN B CO OPERATION ENDURING FREEDOM				
0010	NSN: Interim Control Number FSCM: 0SUA9 PART NR: 14841 SECURITY CLASS: Unclassified				
0010AA	PRODUCTION QUANTITY	4	EA	\$	\$
	NOUN: BREAKER,10AMP PRON: AX7L0128AX PRON AMD: 02 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C855 W908J9 J W91VP2 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 4 0014				
	FOB POINT: Destination SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV				
	STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330				
	MARK FOR: XR 0209 CS BN B CO OPERATION ENDURING FREEDOM APO AE 09393				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	NSN: Interim Control Number FSCM: 0SUA9 PART NR: 14203 SECURITY CLASS: Unclassified				
0011AA	PRODUCTION QUANTITY	3	EA	\$	\$
	NOUN: STRIP, TERMINAL PRON: AX7L0129AX PRON AMD: 02 AMS CD: 070011				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: ASTAAMD 3951 UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58H0Z7177C856 W908J9 J W91VP2 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 3 0014				
	FOB POINT: Destination				
	SHIP TO: (W908J9) SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330				
	MARK FOR: XR 0209 CS BN B CO OPERATION ENDURING FREEDOM APO AE 09393				
0012	NSN: Interim Control Number FSCM: 0SUA9 PART NR: 15493 SECURITY CLASS: Unclassified				
0012AA	PRODUCTION QUANTITY	6	EA	\$	\$
	NOUN: DOIDE, ROTOR PRON: AX7L0130AX PRON AMD: 02 AMS CD: 070011				

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ITEM NO		SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	PACKAGING/ ASTMD UNIT PACK: LEVEL PRES					
		and Acceptance : Destination ACCEPTANCE: Destination				
	DOC REL CD 001 W58H	or Performance SUPPL MILSTRIP ADDR SIG CD MARK FOR TP CD 0Z7177C857 W908J9 J W91VP2 2 QUANTITY DAYS AFTER AWARD 6 0014				
	FOB POINT:	Destination				
	SHIP TO: (W908J9)	SU WOWF SUPPLY AND SERVICES DIV STORAGE MODULE BLDG 8022 COTTONWOOD ROAD REDSTONE ARSENAL AL 35898-5330				
	MARK FOR:	XR 0209 CS BN B CO OPERATION ENDURING FREEDOM APO AE 09393				

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Name of Offeror or Contractor:

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.212-4	CONTRACT TERMS AND CONDITIONSCOMMERCIAL ITEMS	FEB/2007
2	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
3	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTUES OR	JUN/2007

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
 - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).
 - ____ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
 - ___ (4) [Reserved]
 - ___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).
 - ___ (ii) Alternate I (Oct 1995) of 52.219-6.
 - ____ (iii) Alternate II (Mar 2004) of 52.219-6.
 - ____ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).
 - ___ (ii) Alternate I (Oct 1995) of 52.219-7.
 - ___ (iii) Alternate II (Mar 2004) of 52.219-7.
 - _x__ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
 - _x__ (8) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2006)(15 U.S.C. 637 (d)(4)).
 - ___ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ___ (iii) Alternate II (Oct 2001) of 52.219-9.
 - ____ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).
 - ___ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (12) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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Name	of Offeror	or Contractor:	
name	or Onteror	or Contractor:	

(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f)	
(15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007)(15 U.S.C. 632(a)(2)).	
(16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).	
(17) 52.222-19, Child LaborCooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).	
_x (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).	
_x (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).	
_x (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans 2006)(38 U.S.C. 4212).	(Sep
_x (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).	
_x (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans 2006)(38 U.S.C. 4212).	(Sep
(23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).	
(24) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).	
(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).	
(25) 52.225-1, Buy American ActSupplies (June 2003)(41 U.S.C. 10a-10d).	
(26) (i) 52.225-3, Buy American Act Free Trade Agreements Israeli Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).	note
(ii) Alternate I (Jan 2004) of 52.225-3.	
(iii) Alternate II (Jan 2004) of 52.225-3.	
(27) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).	
(28) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by th Office of Foreign Assets Control of the Department of the Treasury).	ıe
(29) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).	
(30) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).	
(31) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).	
_x (32) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).	
(33) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (Oct. 2003)(31 U.S.C. 3332).	
(34) 52.232-34, Payment by Electronic Funds TransferOther Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).	
(35) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).	
(36) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).	
(37) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U. 2631).	s.c.
(ii) Alternate I (Apr 2003) of 52.247-64.	

⁽c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting

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Name of Offeror or Contractor:

Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005)(41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractors directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.)
- (vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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4 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR APR/2007 EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMMERCIAL ITEMS

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components. _ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207). (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components. _ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416). _ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637). (3) 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note). _ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582). (5) ____ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a). __ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a). __ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a). (8) _____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts). _ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). _ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779). _ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755). (12)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). (ii) ____ Alternate I (OCT 2006) of 252.225-7036. (13) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)). __ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts). _ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320). 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
 - (17) _____ 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
 - (18) _____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
 - (19) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 - (20)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

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- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- (c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
 - (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
 - (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
 - (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 - (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

5 52.232-29

TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS

FEB/2002

- (a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Governments security under this contract.
- (b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions -- Commercial Items.
- (c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.
- (d) Reservation of rights.
 - (1) No payment or other action by the Government under this clause shall --
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Governments rights and remedies under this clause --
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (e) Content of Contractors request for financing payment. The Contractors request for financing payment shall contain the following:
 - (1) The name and address of the Contractor;
 - (2) The date of the request for financing payment;

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Name of Offeror or Contractor:

- (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An appropriately itemized and totaled statement of the financing (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.
- (f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.
- (g) Dates for payment. A payment under this clause is a contract financing payment and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved payment requests within 30 days of submittal of a proper request for payment.
- (h) Conflict between terms of offeror and clause. In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of this clause shall govern.

(End of Clause)

6 52.232-30

INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS

OCT/1995

- (a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing installment payment as specified in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Governments security under this contract.
- (b) Computation of amounts. Installment payment financing shall be paid to the Contractor when requested for each separately priced unit of supply (but not for services) of each contract line item in amounts approved by the Contracting Officer pursuant to this clause.
- (1) Number of installment payments for each contract line item. Each separately priced unit of each contract line item is authorized a fixed number of monthly installment payments. The number of installment payments authorized for each unit of a contract line item is equal to the number of months from the date of contract award to the date one month before the first delivery of the first separately priced unit of the contract line item. For example, if the first scheduled delivery of any separately priced unit of a contract line item is 9 months after award of the contract, all separately priced units of that contract line item are authorized 8 installment payments.
- (2) Amount of each installment payment. The amount of each installment payment for each separately priced unit of each contract line item is equal to 70 percent of the unit price divided by the number of installment payments authorized for that unit.
- (3) Date of each installment payment. Installment payments for any particular separately priced unit of a contract line item begin the number of months prior to the delivery of that unit that are equal to the number of installment payments authorized for that unit. For example, if 8 installment payments are authorized for each separately priced unit of a contract line item, the first installment payment for any particular unit of that contract line item would be 8 months before the scheduled delivery date for that unit. The last installment payment would be 1 month before scheduled delivery of a unit.
- (4) Limitation on payment. Prior to the delivery payment for a separately priced unit of a contract line item, the sum of all installment payments for that unit shall not exceed 70 percent of the price of that unit.
- (c) Contractor request for installment payment. The Contractor may submit requests for payment of installment payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all installment payments in any month for which payment is being requested shall be included in a single request, appropriately itemized and totaled.
- (d) Dates for payment. An installment payment under this clause is a contract financing payment under the Prompt Payment clause of this contract, and except as provided in paragraph (e) of this clause, approved requests shall be paid within 30 days of submittal of a proper request for payment.
- (e) Liquidation of installment payments. Installment payments shall be liquidated by deducting from the delivery payment of each item the total unliquidated amount of installment payments made for that separately priced unit of that contract line item. The liquidation amounts for each unit of each line item shall be clearly delineated in each request for delivery payment submitted by the Contractor.
- (f) Security for installment payment financing. In the event the Contractor fails to provide adequate security as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the contract. If at any time the

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Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided, and suspend further payments to the Contractor; the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

- (g) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated installment payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions -- Commercial Items.
- (h) Reservation of rights.
 - (1) No payment, vesting of title under this clause, or other action taken by the Government under this clause shall --
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Governments rights and remedies under this clause --
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (i) Content of Contractors request for installment payment. The Contractors request for installment payment shall contain the following:
 - (1) The name and address of the Contractor;
 - (2) The date of the request for installment payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made; and
- (4) An itemized and totaled statement of the items, installment payment amount, and month for which payment is being requested, for each separately priced unit of each contract line item.

(End of Clause)

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

7 52.212-3 OFFERORS REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS - APR/2002

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certificates electronically at http://orca.bpn.gov . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision--

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

Forced or indentured child labor means all work or service

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Service-disabled veteran-owned small business concern

- (1) Means a small business concern
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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Veteran-owned small business concern means a small business concern

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offerors relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offerors TIN.]

(3) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government;
(4) Type of organization.
Sole proprietorship;
Partnership;
Corporate entity (not tax-exempt);
Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(5) Common parent

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___ is not an emerging small business.

Offeror is not owned or controlled by a common parent:
Name and TIN of common parent:
Name
TIN
(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.
(1) Small business concern. The offeror represents as part of its offer that it
is, is not a small business concern.
(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is,
is not a veteran-owned small business concern.
(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is,
is not a service-disabled veteran-owned small business concern.
(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is,
is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it
is, is not a women-owned small business concern.
Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.
(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it is, a women-owned business concern.
(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it

- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

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Islands, or Nepal).

(Check one of the following)

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
50 61 16we1	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	
	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million
Disadvantaged Business Concerns	icitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small , or FAR 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting, it based on its disadvantaged status.]
(i) General. The offeror re	presents that either
identified, on the date of this Small Business Administration (certification, and, where the	t certified by the Small Business Administration as a small disadvantaged business concern and representation, as a certified small disadvantaged business concern in the database maintained by the PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its concern is owned by one or more individuals claiming disadvantaged status, the net worth of each ication is based does not exceed \$750,000 after taking into account the applicable exclusions set forth
certified as a small disadvanta	ot submitted a completed application to the Small Business Administration or a Private Certifier to be ged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is hange in disadvantaged ownership and control has occurred since its application was submitted.
part of its offer, that it is a paragraph (c)(9)(i) of this pro	the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in vision is accurate for the small disadvantaged business concern that is participating in the joint er the name of the small disadvantaged business concern that is participating in the joint venture:]
	oncern. [Complete only if the offeror represented itself as a small business concern in paragraph $(c)(1)$ represents, as part of its offer, that
HUBZone Small Business Concerns	HUBZone small business concern listed, on the date of this representation, on the List of Qualified maintained by the Small Business Administration, and no material change in ownership and control, uployee percentage has occurred since it was certified by the Small Business Administration in accordance
(c)(10)(i) of this provision is [The offeror shall enter the na	oint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph accurate for the HUBZone small business concern or concerns that are participating in the joint venture. me or names of the HUBZone small business concern or concerns that are participating in the joint
(11) (Complete if the offeror shall check the category in whi	has represented itself as disadvantaged in paragraph $(c)(4)$ or $(c)(9)$ of this provision.) [The offeror ch its ownership falls]:
Black American.	
Hispanic American.	
Native American (American)	ndians, Eskimos, Aleuts, or Native Hawaiians).
Laos, Cambodia (Kampuchea), Vie	sons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Itnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic ted States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong avalu, or Nauru).

_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives

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Individual/concern, other than one of the preceding.
(d) Representations required to implement provisions of Executive Order 11246
(1) Previous contracts and compliance. The offeror represents that
(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
(ii) It has, has not, filed all required compliance reports.
(2) Affirmative Action Compliance. The offeror represents that
(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)
(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms component, domestic end product, end product, foreign end product, and United States are defined in the clause of this solicitation entitled Buy American ActSupplies.
(2) Foreign End Products:
LINE ITEM NO. COUNTRY OF ORIGIN
[List as necessary]
(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g)(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms Bahrainian end product, component, domestic end product, end product, foreign end product, Free Trade Agreement country, and United States are defined in the clause of this solicitation entitled Buy American ActFree Trade AgreementsIsraeli Trade Act.
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled Buy American ActFree Trade AgreementsIsraeli Trade Act:

Free Trad	e A	greement	Coun	ıtry	End	Products	(Other	than	Bahrainian	or	Moroccan	End
Products)	or	Israeli	End	Proc	lucts	s:						

LINE ITEM NO. COUNTRY OF ORIGIN

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Name of Offeror or Contractor:

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled Buy American ActFree Trade AgreementsIsraeli Trade Act. The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.

COUNTRY OF ORIGIN

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled Buy American ActFree Trade AgreementsIsraeli Trade Act:

Canadian End Products:

Line Item No.:

[List as necessary]

- (3) Buy American ActFree Trade AgreementsIsraeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
- (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act'':

Canadian or Israeli End Products:

Line Item No.

Country of Origin

[List as necessary]

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled Trade Agreements.
 - (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.

Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
 - (1) Listed End Product

Listed End Product Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly
- (1) [] In the United States (Check this box if the total anticipated price of offered end products manufactured outside the united States); or
 - (2) [] Outside the United States.
- (k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and Certifications posted on the Online Representations and Certifications Application (ORCA) website.

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CONTINUATION SHEET		SHEET	PHN/SHN W58RGZ-07-T-0526	MOD/AMD			
Name of Offeror or Contractor:							
8	52.204-6	52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER					
9	52.212-1	INSTRUCTI	INSTRUCTIONS TO OFFERORSCOMMERCIAL ITEMS				